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UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF CALIFORNIA

AUTOMOTIVE INDUSTRIES PENSION
TRUST FUND, JAMES H. BENO, Trustee,
STEPHEN J. MACK, Trustee DON
CROSATTO, Trustee, MARK HOLLIBUSH,
Trustee, JON ROSELLE, Trustee, DOUGLAS
CORNFORD, Trustee, JAMES V.
CANTERBURY, Trustee, and JOSE
SANTANA, Trustee,

Plaintiffs,

v.

TRAILCO EQUIPMENT CORPORATION, a
California corporation, et al.,

Defendants.

Case No.: CV 13-5688 MMC

**JUDGMENT PURSUANT
TO STIPULATION AS TO
DEFENDANT TRAILCO
EQUIPMENT CORPORATION
ONLY**

IT IS STIPULATED by and between the parties hereto, that Judgment may be entered in the within action in favor of Plaintiffs AUTOMOTIVE INDUSTRIES PENSION TRUST FUND, et al., (“Plaintiffs”) and against Defendant TRAILCO EQUIPMENT CORPORATION, a California corporation, (“Defendant Trailco” or “Trailco”), as follows:

1. Defendant Trailco was a participating employer in the Automotive Industries Pension Trust Fund (“Trust Fund”) pursuant to a collective bargaining agreement (“Bargaining Agreement”) between Trailco, on the one hand, and the Machinists Automotive Trades District Lodge No. 190 of Northern California, International Association of Machinists and Aerospace

1 Workers ("Union"), on the other, until such time that it ceased all business operations and made a
2 complete withdrawal from the Trust Fund in or about August 2012.

3 2. Pursuant to the effective Bargaining Agreement, the Trust Agreements of the Trust
4 Fund, as amended, and ERISA, as amended by the Multiemployer Pension Plan Amendments Act
5 of 1980 (29 U.S.C §§ 1001-1461 (1982)), Defendant Trailco is indebted to Plaintiffs for unpaid
6 withdrawal liability, liquidated damages in the amount of 20%, interest at the rate of 7% per
7 annum, attorney's fees and costs.

8 3. The parties have reached a full and final settlement in this matter as set forth in a
9 written settlement agreement ("Settlement Agreement").

10 4. Pursuant to this Stipulated Judgment, Defendant Trailco agrees as follows:

11 a. The Court will enter Judgment against Defendant Trailco only in the total
12 amount of \$195,575.17, representing unpaid withdrawal liability, interest at the rate of 7% per
13 annum, liquidated damages equal to the greater of the accrued interest on the unpaid withdrawal
14 liability or 20% of the amount of the unpaid withdrawal liability and reasonable attorney's fees and
15 costs.

16 b. Defendant Trailco waives any and all defenses to the claims of Plaintiffs for
17 withdrawal liability, liquidated damages, interest and reasonable attorneys' fees and costs.

18 c. A writ of execution may be obtained against Defendant Trailco without
19 further notice, in the amount of the unpaid balance of this Stipulated Judgment, plus any additional
20 amounts under the terms herein, upon declaration of a duly authorized representative of the
21 Plaintiffs setting forth any payment theretofore made by or on behalf of Defendant Trailco and the
22 balance due and owing.

23 d. Defendant Trailco waives notice of entry of judgment and expressly waives
24 all rights to stay of execution and appeal.

25 e. Defendant Trailco shall pay all additional costs and attorneys' fees incurred
26 by Plaintiffs in connection with collection of the amounts owed by Defendant Trailco to Plaintiffs
27 pursuant to this Stipulated Judgment.

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1 5. In the event of the filing of a bankruptcy petition by Defendant Trailco, the parties
2 agree that any payments made by Defendant Trailco as payment on this Stipulated Judgment, shall
3 be deemed to have been made in the ordinary course of business as provided under 11 U.S.C.
4 §547(c)(2) and shall not be claimed as a preference under 11 U.S.C. §547 or otherwise. Defendant
5 Trailco nevertheless represents that no bankruptcy filing is anticipated.

6 6. Should any provision of this Stipulated Judgment be declared or determined by any
7 court of competent jurisdiction to be illegal, invalid, or unenforceable, the legality, validity, and
8 enforceability of the remaining parts, terms or provisions shall not be affected thereby and said
9 illegal, unenforceable or invalid part, term or provision shall be deemed not to be part of this
10 Stipulated Judgment.

11 7. This Stipulated Judgment and the Settlement Agreement contain all of the terms
12 agreed to by Plaintiffs and Defendant Trailco and no other agreements have been made between
13 Plaintiffs and Defendant Trailco. Any changes to this Stipulated Judgment shall be effective only
14 if made in writing and signed by all parties hereto.

15 8. This Stipulated Judgment may be executed in any number of counterparts and by
16 facsimile, each of which shall be deemed an original and all of which shall constitute the same
17 instrument.

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1 9. The Plaintiffs and Defendant Trailco further agree that the Court shall retain
2 jurisdiction of this matter until this Stipulated Judgment is satisfied.

3 Dated: September 12, 2014

SALTZMAN & JOHNSON LAW CORPORATION

4 By: /S/ Anne M. Bevington

5 Anne M. Bevington

6 Attorneys for Plaintiffs

7 Dated: September 17, 2014

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8
9 By: /S/ Michelle S. Lewis

10 Robert F. Schwartz

Michelle S. Lewis

11 Attorneys for Defendant

TRAILCO EQUIPMENT CORPORATION

12 IT IS SO ORDERED AND ADJUDGED.

13 Dated: September 23, 2014

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HON. MAXINE M. CHESNEY
UNITED STATES DISTRICT JUDGE